

1 Arizona Department of Real Estate
2 2910 North 44th Street, Suite 100
3 Phoenix, Arizona 85018
4 Telephone: (602) 771-7760
5 Facsimile: (602) 468-0562

6 **BEFORE THE ARIZONA DEPARTMENT OF REAL ESTATE**

7 In the matter of the unlicensed activities of:

File No.: 11F-DI-585

8 **Your Stay Accommodations**, an unlicensed
9 entity and **Sharaud Ramey, Joshua**
10 **Bleechington**, and **"Eric Brenton"**, unlicensed
11 individuals;

**AMENDED CEASE AND DESIST
ORDER AND NOTICE OF RIGHT
TO REQUEST HEARING**

Respondents.

12 **DIRECTED TO:**

13 Your Stay Accommodations
14 3001 W. Indian School Road, Ste. 140
15 Phoenix, AZ 85017

Joshua Bleechington
3001 W. Indian School Road, Ste. 140
Phoenix, AZ 85017

16 Sharaud Ramey
17 3001 W. Indian School Road, Ste. 140
18 Phoenix, AZ 85017

Your Stay Accommodations
701 E Santa Clara Street
Ventura CA 93001

"Eric Brenton"
701 E Santa Clara Street
Ventura CA 93001

20 This Amended Cease and Desist Order and Notice of Right to Request Hearing is
21 issued to amend the Cease and Desist Order and Notice of Right to Request Hearing issued
22 in this matter on June 14, 2011. The Amended Cease and Desist Order and Notice of Right
23 to Request Hearing shall supersede the Cease and Desist Order and Notice of Right to
24 Request Hearing issued on June 14, 2011.

25 The Commissioner of the Arizona Department of Real Estate (the "Commissioner" and
26 "Department", respectively), based upon information and belief, alleges:
27
28 . . .

1 **FACTS**

2 1. Your Stay Accommodations is an unlicensed foreign entity located in Ventura,
3 California, with a satellite office in Phoenix, Arizona.

4 2. Sharaud Ramey ("Ramey") is an unlicensed individual residing in Phoenix,
5 Arizona, who is a principal in Your Stay Accommodations.

6 3. Joshual Bleechington ("Bleechington") is an unlicensed individual residing in
7 Phoenix, Arizona, who is a principal in Your Stay Accommodations.

8 4. "Eric Brenton" ("Brenton") is the name used by an unlicensed individual residing in
9 Ventura, California employed by Your Stay Accommodations.

10 **Investigation C11-000426**

11 5. On or about June 13, 2011, the Department was notified by the Arizona Attorney
12 General's Office of an unlicensed entity, Your Stay Accommodations, conducting real estate
13 activity in the State of Arizona with the anticipation of receiving compensation for the activity
14 performed.

15 6. On or about June 10, 2011, an Investigator with the Arizona Attorney General's
16 Office contacted Your Stay Accommodations by telephone and spoke with Brenton. As a
17 result of this telephone call, Brenton sent an email to the Investigator with attached
18 documents as follows:

19 a. An email dated June 10, 2011, which states in part: "Your Stay
20 Accommodations is so grateful for your business that we will extend to you an additional
21 opportunity with our referral program. This program allows you to gain an additional \$100 for
22 every new member that you refer that successfully joins our program."

23 b. An invoice dated June 10, 2011 with a header that reads: "Your Stay
24 Accommodations Your #1 Accommodator for V.I.P Travel!". The invoice lists the following
25 charges:

26	DESCRIPTION	AMOUNT
27	Legal Fees	\$ 394.55
28	Brochures	244.45

Advertising/Marketing	292.00
Virtual Tours	47.50
Domain Name	16.30
Photography Shoot	150.20
Background Checks	<u>50.00</u>
TOTAL	\$ 1,195.00

On the bottom left side of the document, it states, "Make all checks payable to **Your Stay Accommodations**. If you have any questions concerning this invoice, contact us (sic) at 866.249.0000 or call Eric directly @ 602.279.1224."

c. A "Rental and Advertising Agreement" with a header, "Your Stay Accommodations 2011". The document contained the following statement: "Client AM¹ – landlord with its principal Address: 82 East Mary Lane, Gilbert, Arizona 85295 – authorizes YOUR STAY ACCOMMODATIONS to **advertise, list, negotiate and finalize all obligations between the landlord and tenant.**" (Page 1, paragraph 1) (Emphasis added)

i. **"1. Services.** Company has the ability to provide the comprehensive services described in this Agreement. In accordance with the terms and conditions of this Agreement, Company shall provide Client AM with services and Client AM shall compensate Company for the services rendered. Client AM is **obligated to pay YOUR STAY ACCOMMODATIONS 17% of all profits made from the services** in full upon completion of rental, this Agreement shall prevail." (Page 1, paragraph 4) (Emphasis added).

ii. **"6. Advertising.** Company shall use, and market all web sites within its control, and use any advertising methods designed **to generate traffic to the sites, or any other sites that exclusively promote MLB All Staff Fanfest 2011 home rentals**, for which Company has rights for on line promotion of any of its products or services." (Page 2, paragraph 3) (Emphasis added).

iii. **"8. Termination for Cause and Default.** If Company fails to comply with any provision under this Agreement, Client AM may terminate this Agreement and get a

¹ The actual name of the client involved is referred to as "Client AM".

1 **full refund in the amount of the set up cost.** In order to terminate this Agreement, Client
2 AM must give company written notice at the time of cancellation before thirty (30) days to
3 redeem the set up cost. If Client requests refund on the set up cost of the home within the
4 period set forth. Immediately steps will be taken to refund in full, this Agreement shall be
5 deemed terminated on the business day after the expiration of the period set forth above."
6 (Page 2, paragraph 5) (Emphasis added) The effective dates of the Agreement are stated in
7 **"7. Terms."** As July 2-12, 2011".

8 iv. "Appendix A – Terms of Business, states:

- 9 a. 1. The amount that will be paid by YOUR STAY
10 ACCOMMODATIONS for rental of AM's 3 bedroom, 2.5
11 bathrooms house in the Zip-code 85295 for 5 days during the
12 MLB All-Star Fanfest 2011 in 2011 to tenant, client of YOUR
13 STAY ACCOMMODATIONS, is a \$10,500 deposit in advance of
14 rental services rendered, \$52,500 rental fee in advance of rental
15 services rendered, and availability to charge the tenant's, client of
16 YOUR STAY ACCOMMODATIONS, credit card for refunding any
17 major damage in the rental home over the deposit amount."
18 b. "2. The deposit of \$10,500 described in Appendix A – Terms of
19 Business 1, is non-refundable if rental home cancellation occurs."
20 c. "3. Client AM's \$1,195 up front cost paid to YOUR STAY
21 ACCOMMODATIONS to list the home with a virtual tour will be
22 refunded by YOUR STAY ACCOMMODATIONS if YOUR STAY
23 ACCOMMODATIONS is not able to execute this rental
24 agreement."
25 d. "4. The total cost Client AM will pay to YOUR STAY
26 ACCOMMODATIONS for providing services on Client AM's
27 behalf to rent and legally protect home from rental damage is
28 17% paid to – YOUR STAY ACCOMMODATIONS after the rental

1 services are rendered and the amount as described in Appendix
2 A – Terms of Business, once \$52,500 has been fully paid to
3 Client AM in advance of services rendered after they are
4 rendered.” (Emphasis added).

- 5 e. 5. Any major damage or missing items within the rental home
6 after rental services have been rendered will be deemed so by
7 and reported to YOUR STAY ACCOMMODATIONS by Client AM
8 within the effective and termination dates of this contract for
9 payment and resolution to be made to Client AM by YOUR STAY
10 ACCOMMODATIONS from funding options as described in
11 Appendix A – Terms of Business 1.”

12 7. According to the Arizona Attorney General's Office, Your Stay Accommodations
13 has established an office in Phoenix at 3001 W. Indian School Road, Suite 140, Phoenix,
14 Arizona 85017, and is conducting real estate activity as described above out of that office.

15 8. Documentation provided by the Arizona Attorney General's Office confirms that
16 Brenton and Your Stay Accommodations are offering to bring a tenant and homeowner
17 together for the purpose of renting the homeowner's property during the 2011 MLB All-Star
18 event scheduled to be held in Phoenix from July 8-12, 2011, for which Your Stay
19 Accommodations anticipates receiving compensation.

20 9. Ramey, Bleechinton, Brenton and Your Stay Accommodations are engaged in the
21 performance of real estate activity for compensation within the State of Arizona without
22 holding an active real estate license authorizing such activity.

23 VIOLATIONS

24 1. The Department has jurisdiction in this matter.

25 2. A.R.S. §32-2101 (47) defines "Real estate" as including "leasehold-interests and
26 any estates in land as defined in title 33, chapter 2, articles 1 and 2, regardless of whether
27 located in this state.”

28

1 3. A.R.S. §32-2101 (48) defines a "real estate broker" as meaning "a person, other
2 than a salesperson, who, for another and for compensation: (a) Sells, exchanges, purchases,
3 rents or leases real estate or timeshare interests, (b) Offers to sell, exchange, purchase, rent
4 or lease real estate or timeshare interests, (d) Lists or offers, attempts or agrees to list real
5 estate or timeshare interests for sale, lease or exchange, and (h) advertises or holds himself
6 out as being engaged in the business of buying, selling, exchanging, renting or leasing real
7 estate or timeshare interests or counseling or advising regarding real estate or timeshare
8 interests".

9 4. A.R.S. §32-2101 (49) defines "Real Estate sales contract" to mean "an agreement
10 in which one party agrees to convey title to real estate to another party upon the satisfaction
11 of specified conditions set forth in the contract."

12 5. A.R.S. §32-2101 (51) defines a "Lease" as including "every disposition, transfer,
13 option or offer or attempt to dispose of or transfer real property"

14 6. A.R.S. §32-2101 (16) defines "Compensation" as any fee, commission, salary,
15 money or other valuable consideration for services rendered or to be rendered as well as the
16 promise of consideration whether contingent or not.

17 7. A.R.S. § 32-2122 stipulates that a license is required under subsection (A) for any
18 person acting in the capacity of a Real estate broker or salesperson and under subsection
19 (D) for any act, in consideration or expectation of compensation, that constitutes the person
20 offering or attempting to perform the act of a real estate broker or salesperson, within the
21 meaning of Title 32, Chapter 20 of the Arizona Revised Statutes.

22 8. Ramey, Bleechington, Brenton and Your Stay Accommodations, through actions
23 described in Facts, are conducting real estate activities in Arizona without holding a license
24 to do so, in violation of A.R.S. §32-2153 (B)(6).

25 9. A.R.S. § 32-2165 provides "A person who acts as a broker or salesperson within
26 the meaning of Title 32, Chapter 20, or who advertises in a manner that indicates that the
27 person is licensed as a broker or salesperson, without being licensed as prescribed by this
28 chapter is guilty of a class 6 felony."

1 10. Pursuant to A.R.S §32-2154, if it appears that any person has engaged, is
2 engaging or is preparing to engage in any act, practice or transaction that constitutes a
3 violation of Title 32, Chapter 20, the Department may issue an order directing any person to
4 cease and desist from engaging in the act, practice or transaction or doing any act in
5 furtherance of the act, to make restitution or to take appropriate affirmative action to correct
6 the conditions resulting from the act, practice or transaction.

7 **CEASE AND DESIST**

8 NOW, THEREFORE, the Commissioner finds Ramey, Bleechington, Brenton and
9 Your Stay Accommodations are in violation of the Arizona Revised Statutes and Arizona
10 Administrative Codes as outlined in Violations. Thus, the Commissioner is issuing this Cease
11 and Desist Order directing Ramey, Bleechington, Brenton and Your Stay Accommodations to
12 cease and desist from engaging in acts, practices and transactions without first complying
13 with all applicable laws and rules, pursuant to A.R.S. §§32-2154 (A) and 32-2122 (B).

14 **IT IS ORDERED** that Ramey, Bleechington, Brenton and Your Stay Accommodations
15 immediately cease and desist from engaging in any real estate activity, as defined by A.R.S.
16 §32-2101 et seq., as an individual, an employee, agent, officer, principal, or in any capacity
17 whatsoever, directly or indirectly, within the State of Arizona, including but not limited to
18 without first complying with all applicable laws and rules.

19 **IT IS FURTHER ORDERED** that this Cease and Desist Order shall be recorded in the
20 offices of the Maricopa County Recorder within the State of Arizona.

21 **NOTICE**

22 This Cease and Desist Order is an appealable agency action under A.R.S. §41-1092.
23 Ramey, Bleechington, Brenton and Your Stay Accommodations may request an
24 administrative hearing to contest this Cease and Desist Order by filing a Notice of Appeal
25 within thirty (30) days of receipt of this notice by Ramey, Bleechington, Brenton and Your
26 Stay Accommodations. Failure to timely file a Notice of Appeal will constitute a waiver of
27 Ramey, Bleechington, Brenton and Your Stay Accommodations' right to any hearing on this
28 matter and to any other appeal right to which Ramey, Bleechington, Brenton and Your Stay

1 Accommodations are otherwise entitled. The Notice of Appeal must identify the appealing
2 party, the party's address, the action being appealed and must also contain a concise
3 statement of the reason(s) for the appeal.

4 Upon the filing of a Notice of Appeal, the Department shall issue a Notice of Hearing
5 scheduling the matter for hearing in accordance with A.R.S. §41-1092.05. The Notice of
6 Hearing will inform Ramey, Bleechington, Brenton and Your Stay Accommodations of the
7 date, time, and location of the hearing, as well as the allegations being contested.

8 If Ramey, Bleechington, Brenton and Your Stay Accommodations file a Notice of
9 Appeal, Ramey, Bleechington, Brenton and Your Stay Accommodations may also request an
10 Informal Settlement Conference at the time of filing the Notice of Appeal, or separately by
11 filing a written request no later than twenty (20) days before the scheduled hearing. This
12 conference shall be held within fifteen (15) days after receipt of the request. A Department
13 representative with authority to act on behalf of the Department will be present at the
14 conference. ***The Department is under no obligation to accept settlement terms Ramey,***
15 ***Bleechington, Brenton and Your Stay Accommodations may offer.*** The Informal
16 Settlement Conference will not delay the scheduled hearing.

17 The Notice of Appeal and request for an Informal Settlement Conference should be
18 addressed to:

19 Enforcement and Compliance Division
20 Arizona Department of Real Estate
21 2910 N. 44th Street, Floor 1, Suite 100
Phoenix, Arizona 85018

22 DATED this 15 day of June, 2011.

23
24 
25 JUDY LOWE, Commissioner
26 Arizona Department of Real Estate
27
28

1 COPY of the foregoing sent by
2 CERTIFIED MAIL - RETURN RECEIPT REQUESTED

3 Receipt No 91 7108 2133 3938 2715 9741
4 this 15th day of June, 2011, to:

5 Your Stay Accommodations
6 3001 W. Indian School Road, Ste. 140
7 Phoenix, AZ 85017
8 Respondent

9 Sharaud Ramey 91 7108 2133 3938 2715 9758
10 3001 W. Indian School Road, Ste. 140
11 Phoenix, AZ 85017
12 Respondent

13 Joshua Bleechington 91 7108 2133 3938 2715 9765
14 3001 W. Indian School Road, Ste. 140
15 Phoenix, AZ 85017
16 Respondent

17 Eric Brenton 91 7108 2133 3938 2715 9772
18 701 E Santa Clara Street
19 Ventura CA 93001
20 Respondent

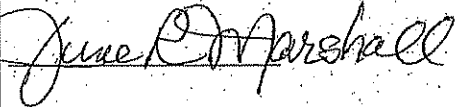
21 Your Stay Accommodations 91 7108 2133 3938 2715 9789
22 701 E Santa Clara Street
23 Ventura CA 93001
24 Respondent

25 COPY of the foregoing mailed this
26 15th day of June, 2011 to:

27 Liane Kido, AAG
28 Office of the Attorney General, State of Arizona
1275 W. Washington St.
Phoenix, AZ 85007
Attorney for the Department

1 COPY of the foregoing delivered this
2 15th day of June, 2011 to:

3 Arizona Department of Real Estate
4 Manager, Investigations and Auditing (C11-000426)
5 Department Compliance Officer
6 Assistant Commissioner, Business Services & Communications
7 E&C for Real Estate Bulletin

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